

# EXHIBIT C



# Security Scorecard

## *U.S. EMPLOYEE HANDBOOK*

ISSUED: SEPTEMBER 2022



## WELCOME

For those Scorecarders who are starting employment with SecurityScorecard, Inc. (“us”, “we” or the “Company”), let us extend a warm and sincere welcome! We hope you will enjoy working here. For those Scorecarders who have been with us over the years, “thank you” for your hard work.

We prepared this Handbook, including any applicable state supplement, to assist you in finding answers to many of the most frequently asked questions regarding personnel policies, compensation, and benefits. Of course, feel free to ask our HR Team any questions regarding your employment.

The contents of this Handbook are guidelines only, and supersede any prior Handbook. The Company has the right, with or without notice, in an individual case or generally, to change and/or modify its interpretation of any of its guidelines, policies, practices, working conditions, or benefits at any time, unless otherwise restricted by applicable law. Nothing in this Handbook should be construed as a promise of specific treatment in any specific situation upon which any employee should rely. Additionally, many matters covered by this Handbook are also described in separate official documents, and such official documents are always controlling over any statement made in this Handbook or by any supervisor or manager.

**NEITHER THIS HANDBOOK NOR ANY OTHER COMPANY GUIDELINES, POLICIES, OR PRACTICES CREATES AN EMPLOYMENT CONTRACT, BARGAIN, OR AGREEMENT OR CONFERS ANY CONTRACTUAL RIGHTS WHATSOEVER. EMPLOYMENT WITH THE COMPANY IS AT-WILL, AND EITHER THE EMPLOYEE OR THE COMPANY MAY TERMINATE EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE, REASON OR NOTICE, UNLESS OTHERWISE STATED IN YOUR OFFER LETTER.**

This notice applies to all employees regardless of date of hire.



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## I. DIVERSITY & INCLUSION

### A. Equal Employment Opportunity

We respect diversity and accordingly are an equal opportunity employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, related medical conditions and lactation), gender identity or gender expression (including transgender status), sexual orientation, marital status, military service and veteran status, disability, protected medical condition as defined by applicable state or local law, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances. Our management team is dedicated to ensuring the fulfillment of this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs, and general treatment during employment.

We will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities, without regard to any protected classifications, unless the accommodation would impose an undue hardship on the operation of our business. Any employee who needs assistance to perform the employee's job duties because of a physical or mental condition should contact the People Team.

Employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the People Team. Reports of discrimination should be made in accordance with the Reporting Procedures set forth in the Discrimination, Harassment & Retaliation Prevention policy as well as any procedures set forth in any applicable state supplement. We will not allow any form of retaliation against employees who raise issues of equal employment opportunities in the workplace.

### B. Discrimination, Harassment & Retaliation Prevention

The Company does not tolerate and prohibits discrimination or harassment of or against our job applicants, contractors, interns, volunteers, or employees by another employee, supervisor, vendor, customer, or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, related medical conditions and lactation), gender identity or gender expression (including transgender status), sexual orientation, marital status, military service and veteran status, disability, protected medical condition as defined by applicable state or local law, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances (referred to as "protected characteristics"). The Company also prohibits retaliation as defined below.

The Company is committed to a workplace free of discrimination, harassment and retaliation. These behaviors are unacceptable in the workplace and in any work-related settings such as business trips and Company sponsored social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor or other third party. In addition to being a violation of this policy, discrimination, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws and ordinances also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws and ordinances are unlawful.

**Discrimination Defined.** Discrimination under this policy generally means treating differently or denying or granting a benefit to an individual because of the individual's actual or perceived protected characteristic.

**Harassment Defined.** Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual based on or because



of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state, or local laws and ordinances. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

**Sexual Harassment Defined.** Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature when:

- Submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- The conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of conduct that violates this policy include:

- unwelcome flirtations, leering, whistling, touching, pinching, assault, brushing up against someone's body, blocking normal movement
- requests for sexual favors or demands for sexual favors in exchange for favorable treatment
- obscene or vulgar gestures, posters, or comments
- sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies
- propositions, or suggestive or insulting comments of a sexual nature
- derogatory cartoons, posters, and drawings
- sexually-explicit e-mails or voicemails
- uninvited touching of a sexual nature
- unwelcome sexually-related comments
- comments, inquiries, or gossip about one's own or someone else's sex life or sexual activities
- conduct or comments consistently targeted at only one gender, even if the content is not sexual
- teasing or other conduct directed toward a person because of the person's gender

**Retaliation Defined.** Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to: any action that would discourage or keep an individual from reporting discrimination, harassment or retaliation; shunning and avoiding an individual who reports discrimination, harassment or retaliation; express or implied threats or intimidation intended to prevent an individual from reporting discrimination, harassment or retaliation; and denying employment benefits because an applicant or employee reported discrimination, harassment or retaliation or participated in the reporting and investigation of discrimination, harassment or retaliation.

**Reporting Procedures.** The following steps have been put into place to ensure the work environment at the Company is respectful, professional, and free of discrimination, harassment and retaliation. If an employee believes someone has violated this policy or our Equal Employment Opportunity Policy, the employee should promptly bring the matter to the immediate attention of their manager or a member of the People Team. If any of these individuals is the person toward whom the complaint is directed, you should contact any higher level manager in your reporting chain. Written complaints can be submitted internally using the [form](#) provided with this policy or may be submitted anonymously at [www.lighthouse-services.com/securityscorecard](http://www.lighthouse-services.com/securityscorecard) (Anonymous Reporting Keyword: securityscorecard) or via hotline at 877-222-0980 (English) or 800-216-1288 (Spanish). If the employee makes a complaint under this policy and



has not received an initial response within five (5) business days, the employee should contact the SVP of Human Resources immediately.

Every supervisor who learns of any employee's concern about conduct in violation of this policy or our Equal Employment Opportunity Policy, whether in a formal complaint or informally, or who otherwise is aware of conduct in violation of this policy or our Equal Employment Opportunity Policy must immediately report the issues raised or conduct to a member of the People Team or senior management.

**Investigation Procedures.** Upon receiving a complaint, the Company will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of this policy or our Equal Employment Opportunity policy to ensure due process for all parties. To the extent possible, the Company will endeavor to keep the reporting employee's concerns confidential. However, complete confidentiality may not be possible in all circumstances. Employees are required to cooperate in all investigations conducted pursuant to this policy.

During the investigation, the Company generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. Upon completion of the investigation, the Company will determine whether this policy or our Equal Employment Opportunity policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The Company will inform the complainant and the accused of the results of the investigation.

The Company will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the Company determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension, or immediate termination. Anyone, regardless of position or title, whom the Company determines has engaged in conduct that violates this policy or our Equal Employment Opportunity policy will be subject to discipline, up to and including termination. This includes individuals engaging in discrimination, harassment or retaliation, as well as supervisors who fail to report violations of this policy, or knowingly allow prohibited conduct to continue. Individuals who engage in conduct that rises to the level of a violation of law can be held personally liable for such conduct.

\* \* \* \*

Remember, we cannot remedy claimed discrimination, harassment or retaliation unless you bring these claims to the attention of management. Please report any conduct which you believe violates this policy or our Equal Employment Opportunity policy.

### **C. Reasonable Accommodations and Interactive Dialogue**

The Company is committed to complying with applicable federal, state and local laws governing reasonable accommodations of individuals. To that end, we will endeavor to make a reasonable accommodation to applicants and employees who have requested an accommodation or for who the Company has notice may require such an accommodation, without regard to any protected classifications, related to an individual's: (i) disability, meaning any physical, medical, mental, or psychological impairment, or a history or record of such impairment; (ii) sincerely held religious beliefs and practices; (iii) needs as a victim of domestic violence, sex offenses or stalking; (iv) needs related to pregnancy, childbirth or a related condition, including, but not limited to, lactation, and/or (v) any other reason required by applicable law, unless the accommodation would pose an undue hardship on the Company's business.

Any individual who would like to request an accommodation should contact the People Team. After receiving a request for an accommodation or learning indirectly that an individual may require such an accommodation, the Company will engage in an interactive dialogue with the individual. Even if an individual has not formally requested an accommodation, the Company may initiate an interactive dialogue under certain circumstances, such as when the Company has knowledge that an individual's performance at work has been negatively affected and a reasonable basis to believe that the issue is related to any of the protected classifications set forth above, in compliance with applicable law. In the event the Company





initiates an interactive dialogue with an individual, it should not be construed as the Company's belief an individual requires an accommodation, but will serve as an invitation for the individual to share with the Company any information the individual desires to share, or to request an accommodation.

As part of the interactive dialogue, the Company will communicate openly and in good faith with the individual in a timely manner in order to determine whether and how the Company may be able to provide a reasonable accommodation. The Company is not required to provide the specific accommodation sought by an individual, provided the alternatives are reasonable and either meet the specific needs of the individual or specifically address the individual's limitations. As part of the interactive dialogue, the Company reserves the right to request supporting documentation, to the maximum extent permitted by applicable law.

Reasonable accommodations may include, but are not limited to: more frequent or longer breaks, time off to recover from a disability or childbirth, equipment modification and/or a modified schedule, among others. The Company will provide break time to accommodate an employee desiring to express breast milk for the employee's child, in accordance with applicable law. If you are working from the office, the Company will make reasonable efforts to provide an employee with use of a room or location in close proximity to the employee's work area, other than a bathroom, that is shielded from view and free from intrusion from co-workers, to express milk in private.

Employees will not be discriminated against or retaliated against for exercising their rights under this policy. Further, the Company will not deny employment opportunities to an employee or applicant due to an employee's or applicant's request for a reasonable accommodation. Employees can contact the People Team with questions or to request an accommodation.



## II. WORKING AT THE COMPANY

### A. Employment Classifications

All employees fall within one of the following classifications:

- **Full-time.** Employees who regularly work at least 40 hours per week.
- **Part-Time.** Employees who regularly work less than 40 hours per week or on an irregular basis as needed.
- **Interns.** Interns may work a full-time or part-time schedule.

In addition to the above classifications, all employees are categorized as either “**exempt**” or “**non-exempt**.” Pursuant to federal and state wage & hour laws, exempt employees do not receive overtime pay. Employees classified as exempt generally receive a salary which is intended to cover all hours worked including any hours worked in excess of 40 in a workweek or overtime as otherwise defined by applicable state law.

Employees are informed of their initial employment classification and status as exempt or non-exempt upon commencing employment. If an employee changes position during the employee’s employment as a result of a promotion, transfer or otherwise, management will inform the employee of any change in the employee’s job classification.

### B. Personnel Files

Personal information such as an employee’s address and telephone number is contained in a confidential personnel file maintained for each employee. Employees will be provided with access to and copies of personnel files to the extent required and in accordance with applicable state law. Questions regarding access/copies should be directed to the People Team.

Employees should keep their personnel file up to date by informing the People Team of any changes to their personal information such as name, address, emergency contact information and marital status/dependent information (to the extent it impacts benefits or tax withholdings). Employees should also inform management of any specialized job-related training or skills acquired in the future. Unreported changes can affect withholding tax and benefit coverage. Further, an “out of date” emergency contact or an inability to reach an employee in a crisis may be extremely problematic.

### C. Leaving The Company

When an employee leaves the Company, we ask that the People Team be notified at least two (2) weeks prior to the employee’s departure unless an extended time is required in an employee’s offer letter. We appreciate employees’ thoughtfulness in this matter. Upon notice of resignation, the Company reserves the right to terminate employment immediately or at any time during the two week notice period. All Company property and equipment must be returned, without copying or reproducing, at the time of separation or as otherwise requested by management.



### **III. SAFETY, HEALTH & SECURITY**

#### **A. Substance Abuse**

To help ensure a safe, healthy, and productive work environment for our employees and others, protect Company property, and ensure efficient operations, the Company has adopted a policy of maintaining a workplace free of drugs and alcohol.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale, or distribution of controlled substances, drug paraphernalia, or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises), while driving a personal vehicle for Company business, or while representing the Company, is strictly prohibited. Employees also are prohibited from reporting to work or working while they are using or under the influence of alcohol, any drugs as well as any controlled substances which may impact an employee's ability to perform the employee's job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee to report to work.

Notwithstanding the general prohibitions above, reasonable and responsible consumption of alcohol may be permitted at certain company, customer or vendor-sponsored events and functions.

Violation of this policy may result in disciplinary action, up to and including discharge.

The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist employees recovering from substance and alcohol dependencies, and those who have a medical history that reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation.

#### **B. Workplace Violence**

We are strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and visitors and damage to Company and personal property.

Threats, threatening language or any other acts of aggression or violence made toward or by any Company employee will not be tolerated. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious, and/or destructive action undertaken for the purpose of domination or intimidation.

Weapons are prohibited on Company premises and while representing the Company on business and offsite Company events, unless such prohibition is restricted by applicable law.

Employees should immediately report all potentially dangerous situations, including threats by co-workers, to any member of management with whom they feel comfortable and/or to a member of the People Team. Reports may be maintained confidential to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints. All reports will be promptly investigated. No employee will be subjected to retaliation, intimidation, or disciplinary action as a result of reporting in good faith under this policy.

If an investigation confirms that a violation of this policy has occurred, the Company will take swift and appropriate corrective action.

Employees threatened by an outside party should follow the steps detailed in this section. Indeed, we want to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.



Questions about this policy should be directed to management.

### C. Information Technology Security

All SecurityScorecard employees and contractors are expected to abide by our IT security policies including Physical Security and Acceptable use policies. All IT policies are housed in Secureframe and can be accessed [here](#).



## IV. GENERAL POLICIES & PROCEDURES

### A. Rules of Conduct

The Company endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is necessary to adopt and enforce rules all can follow. The following are examples of some but not all conduct which may subject the offender to disciplinary action, up to and including discharge, in the Company's sole discretion:

- Obtaining employment on the basis of false or misleading information;
- Stealing, removing or defacing Company, client or co-workers' property;
- Violation of the Discrimination, Harassment & Retaliation Prevention Policy;
- Violation of the Substance Abuse Policy;
- Violation of the Workplace Violence Policy;
- Violation of the Confidential Information and Conflict of Interest Policy;
- Being unavailable for work;
- Not being available and/or not working during work time;
- Insubordination to a lawful management directive;
- Gambling on Company property;
- Willful or careless destruction or damage to Company assets or to the equipment or possessions of another employee;
- Wasting work materials;
- Performing work of a personal nature during working time;
- Unsatisfactory job performance; or
- Any other violation of Company policy.

Obviously, not every type of misconduct can be listed. The Company reserves the right to impose discipline up to and including immediate discharge, whenever management deems it appropriate to do so.

The observance of these rules will help to ensure that our Company remains a safe and desirable place to work.

### B. Attendance/Availability

Each of our employees performs an important function at the Company. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences, lateness and/or early departures are expensive, disruptive, and place an unfair burden on other employees and supervisors. We expect excellent work availability from all employees. Excessive absenteeism, tardiness and/or early departures may result in disciplinary action, up to and including discharge. We expect each member of our team to avoid these problems whenever possible.

We do recognize, however, that there are times when absences, tardiness and/or early departures cannot be avoided. In such cases, employees are expected to notify their supervisor as early as possible, but at least one hour before the start of the employee's workday, except in cases of extreme emergency. Asking another employee, friend or relative to give this notice is improper and may result in disciplinary action, up to and including discharge. If an employee calls in sick for three or more consecutive workdays or has a pattern of absence for medical reasons, the employee may be required to provide their supervisor with a doctor's note on the day the employee returns to work, to the maximum extent permitted by applicable law.

**Unreported absences of three consecutive workdays generally are considered a voluntary resignation of the employee's employment with the Company.**



In evaluating employee attendance and otherwise administering this policy, the Company does not consider absences/tardiness/early departures protected by applicable federal, state, or local law.

### C. Communication & Computer Systems

The Company's communication and computer systems are the property of the Company and intended for business purposes. This includes the computers, related hardware, software and networks as well as e-mail and Internet systems. Any personal use must not interfere with performance or operations, must not result in added expenses to the Company and must not violate any Company policy or applicable law. Users have no legitimate expectation of privacy in regard to system usage.

Any and all telephone conversations or transmissions, e-mail or transmissions, or internet access or usage by an employee by any electronic device or system, including but not limited to the use of a computer, telephone, fax machine, scanner, copier, etc. may be subject to monitoring at any and all times and by any lawful means. To that end, the Company may access its communication and computer systems and obtain the communications and information within or transmitted through the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the Company deems it appropriate to do so. Further, the Company may review Internet usage. The reasons for which the Company may obtain such access include, but are not limited to: maintaining the systems; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during an employee's absence.

The Company may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The Company's policies including, but not limited to, those prohibiting harassment, in their entirety, apply to the use of the Company's communication and computer systems. Additionally, employees may not use the Company's communication and computer systems in violation of any law including, but not limited to, those related to copyrights and software piracy.

All employees, upon request, must inform management of any private access codes or passwords.

No employee may access, or attempt to obtain access to, another employee's communication or computer systems without appropriate authorization. Employees may not install, duplicate, or remove software on the Company's computer systems without prior management approval.

Employees are prohibited from using personal e-mail accounts or text messaging applications to conduct Company business. Employees may not forward Company emails to a personal email address. Employees may not use any third party email or instant messaging accounts or services (such as GMail, WhatsApp, Yahoo, etc.) for business purposes or any purpose on the Company's computer systems that are not ordinarily used in the performance of their job duties.

Violation of this policy may result in disciplinary action, up to and including discharge.

### D. Social Media

The Company respects the right of any employee to maintain a blog or website or to participate in social networking on or through websites or services such as Twitter, Facebook, LinkedIn, YouTube, Instagram, SnapChat or similar sites/services (collectively "social media"). However, to protect the Company's interests and ensure employees focus on their job duties, employees must adhere to the following rules:

- Employees should not excessively use social media during working time.
- All rules regarding confidential and proprietary business information apply in full to social media. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed through social media.



- When using social media, if an employee expresses either a political opinion or an opinion regarding the Company's actions and also identifies oneself as an employee of the Company (or if it can be inferred that the employee is an employee of the Company), the poster must specifically state that the opinion expressed is the employee's personal opinion and not the Company's position. This is necessary to preserve the Company's goodwill in the marketplace.
- Be respectful of potential readers and colleagues. Please do not use discriminatory comments, or make maliciously false statements when commenting about the Company, superiors, co-workers, or our competitors.
- Employees may not use the Company's logos or trademarks for commercial purposes or to endorse any product or service.
- Employees may not make any statement or post any comment or other material endorsing, recommending, or promoting any of the Company's (or any affiliated company's) products or services without disclosing the nature of the employee's relationship with the Company.
- Any conduct which is impermissible under the law if expressed in any other form or forum is impermissible if expressed through social media. For example, posted material that is discriminatory, obscene, defamatory, libelous, or threatening is forbidden.

All other Company policies apply equally to social media. Employees should review this Handbook and our policies on SecureFrame for further guidance.

The Company encourages all employees to keep in mind the speed and manner in which information posted through social media can be relayed (and often misunderstood) by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their supervisor or Human Resources. When in doubt, do not post! Failure to follow these guidelines may result in discipline, up to and including termination. In enforcing this policy, the Company reserves the right to monitor social media activities of employees, whether or not such activities are conducted with Company resources, to the extent permitted by and in accordance with applicable law.

Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment.

## **E. Solicitation & Distribution**

To avoid distractions, solicitation by an employee of another employee is prohibited while either the person doing the soliciting or the person being solicited is on working time.

Distribution of advertising material, handbills, printed or written literature of any kind during working time or in working areas of the Company is prohibited.

Working time includes the time during which any of the employees involved are actually scheduled to work, but does not include scheduled rest periods, meal breaks and other specified times when employees are not expected to be working.

Solicitation and/or distribution by non-employees on Company premises is prohibited at all times.

## **F. Confidential Information & Conflicts of Interest**

Employees may learn confidential information, including trade secrets, about the Company. Confidential information are items of information relating to the Company, its services, products, clients/customers, suppliers, vendors, and business partners that are not generally known or available to the general public, but have been developed, compiled or acquired by the Company at its great effort and expense. Confidential information includes, but is not limited to: business model, methods, operations, strategies, plans for future business, marketing initiatives, products, services, customer information and lists, finances, and revenues. Each employee must safeguard confidential Company information. Confidential information may not be



disclosed or distributed to any individual or entity, or used for the benefit of any individual or entity other than the Company, without prior written consent.

Employees may not use their position, influence, knowledge of confidential information, including trade secrets, or the Company's assets for personal commercial gain, for the benefit of any competing company or organization, or for the benefit of any other third party except as may be required in performance of their duties as employees of the Company. Further, employees shall not maintain an outside business or financial interest, or engage in any outside business or financial activity, which conflicts with the interests of the Company or which interferes with the employee's ability to fully perform the employee's job responsibilities, unless such prohibition is restricted by applicable law.

Violation of this policy may result in disciplinary action, up to and including discharge.





## **V. WORK HOURS & COMPENSATION**

### **A. Work Schedules**

Our normal workweek consists of 40 hours per week. Actual schedules may vary depending upon department, position and location. Employees are provided with meal and/or rest periods to the extent required and in accordance with applicable law.

### **B. Overtime**

When operating requirements or other needs cannot be met during regular working hours, employees may be required to work overtime hours. When possible, advance notification of this requirement will be provided. The opportunity to work overtime is at the discretion of management and is based on departmental needs. Any overtime worked by non-exempt employees must be authorized in advance by management. Any non-exempt employee who works overtime without authorization may be subject to disciplinary action, up to and including termination.

Any non-exempt employee who works overtime is compensated at the rate of one and one-half times (1½) the employee's regular rate for all time worked in excess of forty (40) hours each workweek, unless otherwise required by applicable law. Overtime pay is calculated based on actual hours worked. Paid time off, holidays or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

### **C. Recording Hours Worked**

At the Company, we maintain time records for all non-exempt employees so we will have accurate records of time worked. Non-exempt employees are required to record their time in and begin work no more than 5 minutes before their scheduled starting time. Non-exempt employees must record their time in and out for meal periods and record their time out promptly at the end of their work time. Non-exempt employees may never work off the clock. "Off-the-clock" work is time spent by an employee performing work that is not reported to the Company as time worked.

Since employee time records are vital for payroll purposes, employees must inform management if they fail or otherwise forget to record their time in or out before or after any working time. Failure to properly record time may result in discipline, up to and including discharge.

### **D. Payroll**

Employees are paid semi-monthly on the 15<sup>th</sup> and final day of the month.

Direct deposit is available upon an employee's consent. For those employees who do not elect to be paid via direct deposit or until direct deposit is active, paychecks are distributed to individual employees unless they request that paychecks be mailed to their home address. Employees may also authorize, in writing, that another person has permission to accept their paycheck(s).

Employee payroll stubs itemize deductions made from gross earnings. The Company is required by law to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions include any court-ordered garnishments. Payroll stubs also itemize any voluntary deductions such as an employee's portion of health, dental, or life insurance premiums and/or voluntary contributions to a 401(k) plan, to the extent applicable.



**Employees who believe there is an error in their pay should bring the matter to the attention of the People Team immediately, so that the Company can investigate and resolve the matter quickly and amicably.**

#### **E. Safe Harbor Policy for Exempt Employees**

Exempt salaried employees receive a salary that is intended to compensate for all hours worked for the Company. This salary is established at the time of hire. While it may be subject to review and modification from time to time, such as during salary review times, the salary is a predetermined amount that is not subject to deductions for variations in the quantity or quality of work.

Under federal and state law, exempt salaried employees' salaries are subject to certain deductions. For example, absent contrary state law requirements, exempt salaried employees' salaries are subject to reduction for the following reasons:

- Full day absences for personal reasons;
- Full day absences for sickness or disability;
- Full day disciplinary suspensions for infractions of our written policies and procedures;
- Family and Medical Leave absences (either full or partial day absences);
- To offset amounts received as payment for jury and witness fees or military pay; or
- The first or last week of employment in the event of less than a full week worked.

Exempt salaried employees' salaries are also subject to reduction for their portion of health, dental, or life insurance premiums; state, federal, or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any workweek in which exempt salaried employees perform any work, their salary is not subject to reduction for any of the following reasons:

- Partial day absences for personal reasons, sickness, or disability;
- Absence due to the Company's decision to close a facility on a scheduled work day;
- Absences for jury duty, attendance as a witness, or military leave in any week in which any work is performed; or
- Any other deductions prohibited by state or federal law.

However, subject to applicable state and local laws, it is not an improper deduction to reduce exempt salaried employees' accrued vacation, personal, or other forms of paid time off banks for full or partial day absences for personal reasons, sickness, or disability.

Employees who believe they have been subject to an improper deduction should report the matter to the any member of the People Team immediately. If a prompt and fully acceptable reply has not been received within five (5) business days, the SVP of Human Resources should be contacted.

Every report of improper deductions will be fully investigated and corrective action, up to and including discharge, will be taken, as appropriate, for any employee(s) who violates this policy. In addition, the Company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Company's investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy may result in disciplinary action, up to and including discharge.

#### **F. Travel & Expense Policy**

The purpose of the [Travel & Expense Policy](#) is to establish the rules and guidelines for all expenses incurred for work or during a business trip.



## EMPLOYEE BENEFITS

### **G. Benefits Overview**

In addition to good working conditions and competitive compensation, it is the Company's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include medical, vision and dental insurance, flexible vacation policy, paid holidays, 401(k), Parental Leave, Employee Assistance Programs, short and long-term disability benefits, tuition reimbursement, and learning and development opportunities, among others.

The medical, vision and dental insurance, 401(k) and disability benefits are governed by the specific provisions of the plans (which can be accessed here: <https://drive.google.com/drive/folders/oAKCpO2IoUYBvUk9PVA>), including eligibility and benefits provisions, are summarized in each plan's summary plan description ("SPD"). SPDs may be revised from time to time. Additionally, the official plan documents are available for review upon request. In the determination of benefits or other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including SPDs.

Further, the Company (including the officers and administrators who are responsible for administering the plans) and/or the plan administrators retain full discretionary authority to interpret the terms of the plans as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit eligibility and entitlement.

While the Company intends to maintain these employee benefits, it reserves the absolute right to modify, amend, or terminate these benefits at any time and for any reason, to the maximum extent permitted by applicable law.

Questions regarding benefits may be directed to the People Team.

### **H. Workers' Compensation & Short-Term Disability Benefits**

All employees are covered under our Workers' Compensation policy as required by applicable law. This benefit is paid for by the Company. Accidental injuries which occur during working hours or conditions caused by work activities are covered under our Workers' Compensation policy. This insurance provides for the payment of medical expenses and weekly compensation payments during the period of an employee's work-related injury or illness.

Employees must report all injuries, no matter how slight, to management as soon as possible. Claim forms must be filed promptly to ensure claims are processed and Company records are prepared properly. Failure to follow Company procedures may affect employees' eligibility to receive Workers' Compensation benefits.

All employees also may be entitled to receive statutory short-term disability payments for non-occupational injuries or illnesses depending on their work location and applicable law.

Workers' compensation and short-term disability are solely monetary benefits and not leaves of absence, unless otherwise provided by applicable law. For information regarding leaves of absence that may be available while receiving these benefits, please refer to the leaves of absence policies and/or contact the People Team.



## I. Paid Holidays

A list of recognized holidays for the year generally will be issued prior to the start of each year. When holidays fall on a Saturday they typically will be observed on the preceding Friday. When holidays fall on a Sunday they typically will be observed on the following Monday. The Global Holiday Calendar can be found [here](#).

When holidays fall or are celebrated on what otherwise would be a regular workday for the employee, employees will receive one (1) day's pay at their regular straight-time rate. Paid holidays off are not counted as hours worked for purposes of calculating overtime for non-exempt employees.

## J. Flexible Paid Time Off

The purpose of this policy is to describe the conditions under which eligible employees may take time off for vacation for periods of uninterrupted rest and relaxation and other personal obligations. All full-time employees are eligible for flexible paid time off under this policy beginning on the first day of employment.

We know our employees are dedicated professionals who work in the best interests of our customers, employees and the Company in general. The Company allows each employee to determine, consistent with the employee's responsibilities and business necessity, when and how much time to take off. As such, paid time off under this policy is not a form of additional wages for services performed, however, it is part of the Company's promise to provide a flexible work schedule to better accommodate our employees' lifestyles. Paid time off is beneficial and employees are encouraged to take time away from work to refresh and revitalize. Accordingly, paid time off is not allocated, accrued or earned. As such, there is no specific amount of paid time off provided and there is no bank of time.

Employees may schedule reasonable time off for vacation purposes for any time during the current calendar year, subject to any department and/or position specific restricted dates during which vacation is not permitted as well as the approval of the employee's manager. Employees are expected to exercise good judgment about taking vacation time and should anticipate important business activities, deliverables and deadlines when scheduling vacation. Any single period of paid time off under this policy may not exceed two consecutive weeks unless there are extenuating circumstances or are otherwise required by applicable law. This policy is not intended to provide income replacement for sick days, extended leaves of absence or related reasons to cover short term absences.

Employees should request the vacation time from their manager as far in advance as possible. For vacations of less than one (1) week, employees are requested to give their manager at least two weeks' notice. For vacations of one (1) week or longer, employees are requested to give their manager at least four weeks' notice. Every effort will be made to approve the request. Approvals generally will be granted on a first-come, first-serve basis and according to the needs and requirements of the employee's position, department, and business continuity. Failure to follow Company procedures may affect employees' eligibility to receive vacation benefits.

To use paid time off for a personal reason, please provide as much advance notice as possible.

Employees will be paid their base salary for any time off taken under this policy, subject to employees' compliance with the advance notice, and as applicable, the approval requirement of this policy.

Since employees do not accrue or earn paid time off under this policy, employees will not be paid for any paid time off upon termination of employment for any reason, unless otherwise required by applicable state law.

Questions regarding this policy should be directed to the People Team.



## K. Paid Sick and Safe Time

All employees are eligible for paid sick and safe time (PSST) pursuant to this policy.

Employees are frontloaded 12 days upon commencement of employment and thereafter are provided with 12 days each January 1<sup>st</sup>.

PSST may be used in half day increments, unless otherwise required by applicable law. An employee may not use more than 12 days of PSST in any year, unless otherwise required by applicable law.

Employees may use accrued PSST for absences due to:

1. The employee's mental or physical illness, injury or health condition or need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care including routine medical appointments;
2. The care of the employee's family member, who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or who needs preventive medical care including routine medical appointments;
3. A family member needs personal care including:
  - a. to ensure the family member's basic medical, hygiene, nutritional, or safety needs are met;
  - b. to provide transportation to medical appointments if the family member is unable to meet those needs for themselves; or
  - c. to be physically present to provide emotional support for a family member with a serious health condition who is receiving inpatient or home care;
4. Closure of the employer's place of business or the school or place of care of a child of the employee, by order of a public official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others;
5. The employee or a family member of the employee being the victim of domestic violence/family offense matters, sexual offenses, stalking, or human trafficking including, but not limited,:
  - a. To obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a domestic violence/family offense matter, sexual offense, stalking, or human trafficking;
  - b. To participate in safety planning, temporarily relocate, or take other actions to increase the safety of the employee or employee's family members from future domestic violence/family offense matters, sexual offenses, stalking, or human trafficking;
  - c. To meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a domestic violence/family offense matters, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;
  - d. To file a complaint or domestic incident report with law enforcement;
  - e. To meet with a district attorney's office;
  - f. To enroll children in a new school; or
  - g. To take other actions necessary to maintain, improve, or restore the physical, psychological, or economic health or safety of the employee or employee's family member or to protect those who associate or work with the employee;
6. For parental reasons such as for the birth of a child, or for the placement of a child with an employee for adoption or foster care; or to care for a newborn, newly adopted, or newly placed child within one year of birth, adoption, or placement;
7. Time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education,



or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability;

8. For travel to and from an appointment, a pharmacy, or other location related to the purpose for which PSST was taken; or

9. Any other reason required by any applicable paid sick/safe time/leave or similar law or ordinance.

For purposes of this policy, family member means a child, spouse, domestic/civil union partner, parent, sibling, grandchild, or grandparent of the employee or the employee's spouse or domestic/civil union partner, any other individual related by blood to the employee, any other individual whose close association with the employee is the equivalent of a family relationship, and any other relation required by applicable law. The family members listed above are not limited to biological family members but also include step, foster, adoptive, half relations and those who stand in loco parentis and legal guardians.

An employee's use of PSST will not be conditioned upon searching for or finding a replacement worker.

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available PSST for absences for reasons set forth above and employees will be paid for such absences to the extent they have PSST available.

If the need for the use of PSST is foreseeable, an employee must provide 7 days advance notice in writing, orally or electronically to their manager or the People team, unless less notice is required by applicable law. Where the need is not foreseeable, employees should provide notice as early as practicable.

The Company may require supporting documentation if the employee uses PSST for more than 3 consecutive work days, to the maximum extent permitted by applicable law. For example, for PSST used for reasons (1) or (2) above, documentation signed by a licensed health care provider indicating the need for the amount of PSST taken and that PSST was used for a covered reason under this policy and/or applicable law will be considered reasonable documentation, and such documentation need not specify the nature of the employee's or the employee's family member's injury, illness or condition, except as required by law. For example, for PSST used for reason (5) above, documentation signed by an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional service provider from whom the employee or that employee's family member has sought assistance in addressing domestic violence/family offense matters, sexual assault, stalking or human trafficking and their effects; a police or court record; a notarized letter from the employee explaining the need for such time; or any other acceptable documentation pursuant to applicable state or local law will be considered reasonable documentation, and such documentation need not specify the details of the domestic violence/family offense matter, sexual assault, stalking or human trafficking. Supporting documentation will not be required if it would result in an unreasonable burden or expenses on the employee and employees will be reimbursed for expenses, costs or fees associated with obtaining supporting documentation requested by the Company to the extent required by applicable law.

PSST will be paid at the same rate as the employee earns from the employee's employment at the time the employee uses such time, unless otherwise required by applicable law, but no less than the applicable minimum wage. Use of PSST is not considered hours worked for purposes of calculating overtime.

PSST will run concurrently with other leaves and benefits to the extent permitted by applicable law.

An employee may not carry over PSST to the following year, unless otherwise required by applicable law.

Accrued, unused PSST will not be paid out upon separation of employment.

Employees with questions regarding this policy should contact the People Team.





*To the extent any applicable paid sick/safe time/leave or similar law or ordinance provides any greater rights than set forth in this policy, such provisions are incorporated by reference and/or addressed in a supplemental policy for covered employees.*

## **L. Remote Work Policy**

The Company is pleased to allow all employees to work remotely. However, prior to relocating long-term or permanently to another state or country, please discuss your plans with the People Team. The Company must first approve all long-term and permanent relocations prior to your move.

All employees who work remotely are responsible to comply with all of the Company's workplace policies, must establish an appropriate remote work environment, and are responsible for any and all taxes associated with remote work.

## **M. Education Reimbursement Policy**

At Security Scorecard, we support your desire to learn and grow! In keeping with that philosophy, the Company has a reimbursement program, up to \$3,000<sup>1</sup> per employee per year, for expenses incurred through learning programs.

SecurityScorecard's educational assistance program includes:

- \$3,000 per employee per year\* as payment of expenses incurred by the employee (including, but not limited to, tuition, and similar payments, books, supplies, and equipment), and the provision of courses of instruction.
- A broad range of "course(s)" that help the employees grow in an area related to his or her current role and/or broaden security DNA. This education may include college credit courses, continuing education unit courses, seminars, conferences, and certification tests.
- Any meals, transportation, and lodging costs associated with the learning program. Please note these costs are to be in accordance with the Company's Travel and Expense Policy and are included as part of the \$3,000 benefit (i.e. travel costs and the learning program are not to exceed \$3,000).

It does not include payment for, or the provision of tools which may be retained by the employee after completion of a course of instruction. The term "educational assistance" also does not include any payment for, or the provision of any benefits with respect to, any course or other education involving sports, games, or hobbies.

### **Eligibility criteria**

- You must be a full-time, regular employee
- You must be employed with the Company for at least 3 months in order to be eligible for tuition reimbursement
  - Expenses can be incurred prior to 3 months with the company, but cannot be submitted for reimbursement until after 3 months of employment
- You must have incurred the expense during your employment with the Company
- Classes should not interfere with normally scheduled working hours
- Expenses must be validated by receipts
- If you voluntarily terminate your employment or are terminated for cause within 3 months of final approval of your course completion, you will be required to repay the company for any reimbursed costs

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<sup>1</sup> The \$3,000 reimbursement is pro-rated during the employee's first year of employment based on start date. For example, if the employee starts on September 1<sup>st</sup>, they are eligible for \$1,000 for the remainder of the year.



## Process

For expenses **greater** than \$300:

- Submit a statement regarding the purpose, intentions, and personal commitment to your manager for pre-approval via this form.
- Once manager approval is complete, your manager will forward the form to the People & Finance Teams for review.
- Once approved by the People Team, you will receive an email confirmation indicating approval.
- Submit your approved tuition reimbursement expenses through Expensify in accordance with the Company's Travel & Expense policy and indicate that the expenses are for tuition reimbursement.

For expenses **less** than \$300 (on an annual basis – e.g. annualized cost of monthly subscriptions):

- Discuss the nature and benefit of the learning program with your manager.
- Once verbal approval has been obtained, submit your approved tuition reimbursement expenses through Expensify in accordance with the Company's Travel & Expense policy and indicate that the expenses are for tuition reimbursement.

Please note: While education assistance is expected to enhance employee performance and professional abilities, the Company cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increase.

## N. Employee Referral Policy

SecurityScorecard is always looking for talented people like you to take us to the next level, so we can use your help. Our experience has shown that new hires who come into SSC through employee referrals are 5x more likely to be hired, are excellent contributors and stay with us longer. Click [here](#) for the most up to date [policy](#) on how to earn money for referring new employees to SSC.





## VI. LEAVES OF ABSENCE

### A. Jury Duty Leave

The Company realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees are allowed time off to perform such civic service as required by applicable law. Employees are expected, however, to provide the Company with proper notice of their request to perform jury duty and management should be informed of the expected length of jury duty service. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty. Employees must report to work for the major portion of the day if excused by the court unless such a requirement is restricted by applicable law. Employees also must provide verification of service.

Jury duty leave will be paid up to two weeks, unless otherwise required by applicable law. However, exempt employees are paid their full salary for any week in which they perform authorized work for the Company. Any pay provided for time spent on jury duty leave is not counted as hours worked for purposes of calculating overtime.

### B. Military Leave

Employees who are called into active military service or who enlist in the uniformed services are eligible to receive a military leave of absence in accordance with applicable federal and state laws. To be eligible for military leave, employees must provide management with advance notice of their service obligations, unless they are prevented from providing such notice due to military necessity or it is otherwise impossible or unreasonable to provide such notice. In such instances, an employee should provide notice as far in advance as is reasonable under the circumstances.

Employees who are required to attend yearly Reserves or National Guard duty can apply for a temporary military leave of absence not to exceed the number of days allowed by law (including travel). Such employees should give management as much advance notice of their need for military leave as possible so that we can maintain proper coverage.

Military leave will be unpaid, unless otherwise required by applicable law. Employees may use a maximum of two weeks of flexible paid time off during an otherwise unpaid or partially paid military leave. The substitution of paid time for unpaid leave time does not extend the length of leave and the paid time will run concurrently with any military leave entitlement.

Employees whose absence does not exceed applicable statutory limitations will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws.

Please speak to the People Team for additional information about eligibility for Military Leave.

### C. Family and Medical Leave (“FMLA”)

#### **Eligibility Requirements**

Employees are eligible for FMLA if:

- At least fifty (50) or more employees are employed within a 75-mile radius of the employee’s work site;
- The employee has been employed for at least one year; and
- The employee has worked at least 1,250 hours within the previous twelve (12) months.

#### **Basic Leave Entitlement**

The FMLA requires covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave in a 12-month period to eligible employees for certain family and medical reasons. The 12-month period is determined on a “rolling” 12-month period dating back from the time the employee uses any FMLA leave. Leave may be taken for any one, or for a combination, of the following reasons:



- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent (but not in-law) who has a serious health condition; and/or
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job.

Leave to care for the employee's child after birth, or placement for adoption or foster care must be taken within one (1) year of the child's birth or placement.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### **Military Family Leave**

Eligible employees with a spouse, son, daughter, or parent (but not in-law) on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation or Regular Armed Forces for deployment to a foreign country may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement which permits eligible employees (spouse, son, daughter, parent (but not in-law) or next of kin of a covered service member) to take up to twenty-six (26) weeks of leave to care for a covered service member with a serious injury or illness during a single 12-month period (one time basis only). A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." Covered servicemembers also includes a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five year period preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

### **Job Benefits and Protection**

If applicable, during FMLA leave, the Company must maintain health coverage under any "group health plan" on the same terms as if the employee had continued to work. If paid time off is substituted for unpaid leave, the Company will deduct the employee's portion of any applicable health plan premium as a regular payroll deduction. If the employee's leave is unpaid, the employee must make arrangements with Human Resources prior to taking leave to pay their portion of any applicable health insurance premiums each month.

The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the Company will send a letter



notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave. For purposes of this paragraph, an employee will be considered to have returned to work if the employee returns to work for at least 30 calendar days, or the employee retires at the end of the FMLA leave period or within 30 days thereafter.

Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

The use of FMLA leave cannot result in the loss of any employment benefits that accrued prior to the start of an employee's leave.

### **Use of Leave**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### **Substitution of Paid Leave for Unpaid Leave**

Employees must use accrued sick time (to the maximum extent permitted by applicable law) while on unpaid FMLA leave. The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leaves and the paid time will run concurrently with an employee's FMLA entitlement.

Receipt of disability benefits, Workers' Compensation benefits or other monetary benefits does not extend the maximum amount of leave time to which an employee is eligible under the FMLA.

### **Employee Responsibilities**

Employees must provide thirty (30) days' advance notice of the need to take FMLA leave when the need is foreseeable. When thirty (30) days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Company's normal call-in procedures.

Employees must provide sufficient information for the Company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees may also be required to provide medical certification and periodic recertification supporting the need for leave.

### **Employer Responsibilities**

Covered employers must inform employees requesting leave whether they are eligible under the FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for ineligibility.

Covered employers must inform employees if leave is designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

### **Unlawful Acts by Employers**

FMLA makes it unlawful for the Company to:

- Interfere with, restrain, or deny the exercise of any right provided under the FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.



Concerns regarding a possible violation with respect to either of these obligations should be reported to the People Team.

### **Enforcement**

Employees may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement, which provides greater family or medical leave rights.

## **D. Global Parental Leave Policy**

The Company provides paid leave to eligible employees with new parental duties to give parents additional flexibility and time to bond with their new child and adjust to their new family situation. We believe in flexibility and family-friendly policies that are essential to cultivating an atmosphere where employees can thrive professionally without sacrificing essential family obligations.

### **ELIGIBILITY**

Full-time employees with at least six months of service prior to the first day of leave are eligible for this benefit ("Eligible Employees").

Eligible Employees must also meet one of the following criteria:

- Be a birthing parent;
- Be a spouse or committed partner of a birthing parent; or
- Have newly adopted or fostered a child of whom you are a primary or secondary caregiver.

### **SCOPE**

SSC will provide Eligible Employees with 6 weeks of paid parental leave to bond with your new child. Depending on your jurisdiction, employees disabled due to pregnancy, childbirth, or related reasons, may also be eligible for additional paid time off through short-term disability benefits. SSC's paid leave will run concurrently with, and count toward, any period of paid or unpaid statutory leave or benefits the employee may be entitled to under any country, federal, state and/or local law. Employees must timely submit a claim and appropriate supporting documentation in order to be eligible for Parental Leave. Parental Leave pursuant to this policy is coordinated with any applicable statutory monetary benefits so that an eligible employee may not receive more than 100% of their base salary at any time, to the maximum extent permitted by applicable law.

Eligible employees have the option to take Parental Leave consecutively or intermittently in minimum of 2-week separate blocks over a one-year time period from the birth (or conclusion of the STD period), adoption or fostering of a child. Please work with your manager in advance to clearly establish the dates of leave.

The fact that multiple births, adoptions or placements occur (e.g. the birth of twins or adoption of siblings) does not increase the total amount of leave granted pursuant to this policy. Additionally, leave after adoption is only available if the child is younger than age 18 (or over 18 and incapable of self-care because of a disability) and the employee's spouse/partner is not already the child's parent.

### **EMPLOYEES RESIDING IN A LOCATION WITH ADDITIONAL JOB PROTECTION, BENEFITS OR PAY**

Employees that are eligible for statutory local, state or country leave which provides leave, benefits and/or pay, are personally responsible to file for those programs and provide documentation to SSC. SSC follows all country, federal, state, and local guidelines for extending leave and/or benefits as required by law. Please consult with your own advisor if you need guidance regarding completing country, federal, state or local forms and/or how such programs work.



## **NOTIFICATION**

An eligible employee wishing to take Parental Leave must notify their Supervisor and the People Team, in writing, sixty (60) calendar days in advance of the leave if the leave is foreseeable, or as soon as possible if the need for leave is unforeseeable. The employee must complete the necessary forms and provide all documentation as required or directed by the People Team to substantiate the request.

Depending on the nature of the request for leave, an employee may be required to submit proof of the event when requesting Parental Leave such as a certification of birth or adoption.

As is the case with all company policies, SSC has the exclusive right to determine how it interprets and administers this policy.

## **HEALTH BENEFITS**

For US and Canadian employees, all Company-provided health benefits that an Eligible Employee was receiving immediately prior to the period of Parental Leave, will continue while that employee is on leave. For all other employees, any Company-provided health benefits that an Eligible Employee was receiving immediately prior to the period of leave will continue during Parental Leave in accordance with applicable law, regulation, contract, or other documentation. Employees on Parental Leave are required to continue to pay the same portion of the health premiums due to SSC as they were prior to beginning leave.

## **TRANSITIONING BACK TO WORK AFTER LEAVE**

Returning to work after having, adopting, or fostering and, in all cases, caring for a new addition to the family can be challenging. To assist with this transition, SSC offers Eligible Employees the ability to work a reduced, flexible work schedule for 4 weeks following your return from your parental leave ("Transitional Benefit").

During this time, as long as the Eligible Employee is working at least 30 hours per week, we will provide salary continuation equal to 100% of regular pay for four weeks of transition. Eligible Employees must align with their manager to coordinate the flexible work schedule and account for time spent working.

## **INTEGRATION WITH OTHER PAID TIME OFF**

Depending on your jurisdiction, Eligible Employees may use a maximum of two weeks of paid time off either before or after parental leave under this policy.

If you have any questions about this policy or would like more information on how to apply for Parental Leave, please contact a member of the People Team.

## **E. Personal Leave**

Under certain circumstances, employees who are not eligible for any other leave of absence and/or have exhausted all other leave entitlements may be granted a personal leave of absence without pay. A written request for a personal leave should be presented to management at least thirty (30) days before the requested start of the leave, except in cases of emergency. Requests are considered based on non-discriminatory factors including, but not limited to, staffing requirements and the reasons for the requested leave, as well as employees' performance and attendance records. This leave may be requested for medical reasons. If so, the Company may require submission of medical certifications prior to granting leave as well as at various times during the leave.

Normally, personal leaves of absence are granted for a period of up to four weeks. Under unusual circumstances, a personal leave may be extended provided that a written request for an extension to management is made prior to the expiration of leave, and the request is granted. These time limitations do not apply to leaves taken for an employee's own medical reasons.

Employees must use accrued paid sick time (to the maximum extent permitted by applicable law and assuming the reason for use is covered by the applicable sick time policy) while on unpaid personal leave.



The substitution of paid time for unpaid leave time does not extend the length of leave and the paid time will run concurrently with any personal leave granted. Receipt of disability benefits, Workers' Compensation benefits or other monetary benefits does not extend the length of any personal leave granted.

During a personal leave, employees will not accrue paid time off benefits or be paid for holidays. We will continue health insurance coverage during a personal leave if employees submit their share of the monthly premium payments to the Company in a timely manner, to the extent permitted and in accordance with the applicable plans.

When they anticipate returning to work, employees should notify management of their expected return date. Employees should notify management at least two (2) weeks before the expiration of leave.

Upon completion of a personal leave of absence, the Company will attempt to return employees to either their original job, or to a similar position, subject to prevailing business considerations. We note, however, that reinstatement is not guaranteed unless required by law.

Failure to advise management of availability to return to work, failure to return to work after notifying the Company of expected return to work, or remaining absent from work beyond the time approved by the Company is considered a voluntary resignation of employment unless otherwise prohibited by applicable law.



### A FEW CLOSING WORDS

This Handbook is intended to provide a broad summary of things our employees should know about the Company. The information in this Handbook is general in nature and, should questions arise, employees should consult their supervisor or the People Team for complete details. While we intend to continue the policies, rules, and benefits described in this Handbook, the Company may always modify the matters set forth in this Handbook in its sole discretion, to the maximum extent permitted by applicable law. Please do not hesitate to speak to your supervisor or the People Team with any questions about the Company or its personnel policies and practices.





### RECEIPT OF EMPLOYEE HANDBOOK

This Employee Handbook, including any applicable state supplement, is an important document intended to help you become acquainted with the Company. This document contains management guidelines only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the Company's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management, unless otherwise restricted by applicable law.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Employee Handbook.

**I have received and read a copy of the Company's Employee Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Company at any time, unless otherwise restricted by applicable law.**

**I understand that my employment is terminable at will, either by myself or the Company, regardless of the length of my employment or the granting of benefits of any kind. I further understand that no representative of the Company other than CEO is authorized to provide any employee or employees with an employment contract or special arrangement concerning terms or conditions of employment and that any such agreement must be in writing and signed by the CEO.**

**I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the Company's Employee Handbook.**

Employee's Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

The signed receipt will be filed in your personnel file.





**RECEIPT OF THE COMPANY'S DISCRIMINATION, HARASSMENT &  
RETALIATION PREVENTION POLICY**

I acknowledge that I have received, read, and understand the Company's Discrimination, Harassment & Retaliation Prevention Policy, including any applicable state supplement. I understand that I am expected to abide by and be bound by the rules, provisions and standards set forth in the Company's policy. I further acknowledge that the Company reserves the right to revise, delete, and add to the provisions of the Discrimination, Harassment & Retaliation Prevention Policy at any time, to the maximum extent permitted by applicable law. *California Employees: I also acknowledge I have received the California Department of Fair Employment & Housing's brochure, Sexual Harassment, The Facts About Sexual Harassment (DFEH-185 brochure).*

Employee's Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

The signed receipt will be filed in your personnel file.